

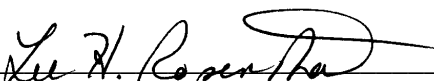
**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

under 29 U.S.C. § 216(b). *Lynn's Food Stores, Inc. v. United States, U.S. Dep't of Labor*, 679 F.2d 350, 1353 (11th Cir.1982).¹ If the settlement reflects “a reasonable compromise over issues,” the court may approve it. *Id.* at 1354.

In this case, there are genuine disputes over whether the FLSA applies to Beardslee and the amount, if any, of backpay, liquidated damages, and attorney’s fees due. This court has reviewed the settlement agreement and finds that the amount to be paid to Beardslee and the amount of attorney’s fees provided for in the settlement agreement are fair and reasonable. Because the collective action allegations are dismissed without prejudice, this settlement binds no one but the named parties. The suit was filed recently and there is no indication that others are relying on this case. This court approves the proposed settlement as a fair and reasonable compromise of a bona fide dispute under the FLSA. The motion to dismiss is granted. Beardslee’s claims are dismissed with prejudice and the collective action allegations are dismissed without prejudice.

An order of dismissal is entered by separate order.

SIGNED on July 7, 2009, at Houston, Texas.



Lee H. Rosenthal
United States District Judge

¹ *Lynn’s* requires judicial approval of a *compromise* of FLSA claims. When a defendant offers a plaintiff full compensation for her FLSA claim, no compromise is involved and judicial approval is unnecessary. *Mackenzie v. Kindred Hospitals East, L.L.C.*, 276 F.Supp.2d 1211, 1217 (M.D. Fla. 2003). The settlement in this case is a compromise of disputed claims.